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January 6, 2004

Mary L. Cottrell, Secretary
Department of Telecommunications and Energy
One South Station
Boston, MA 02110

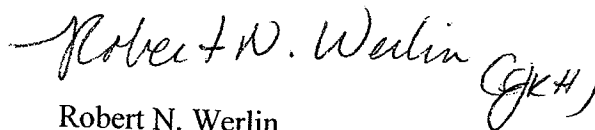
Re: Boston Edison Company, Cambridge Electric Light Company and
Commonwealth Electric Company, D.T.E. 03-100

Dear Secretary Cottrell:

Enclosed for filing in the above-referenced matter are the responses of Boston Edison Company, Cambridge Electric Light Company and Commonwealth Electric Company d/b/a NSTAR Electric (the "Company") to the Information Requests set forth on the accompanying list.

Thank you for your attention to this matter.

Sincerely,

 (JRH)

Robert N. Werlin

Enclosures

cc: William Stevens, Hearing Officer
Service List

Responses to Information Requests

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Information Request CLC/MEC-1-1

The Company notes in its Filing Letter at 1, that it conducted research into residential customers' interest in "green" electricity.

- A. How many residential customers did the Company survey or otherwise contact or communicate with?
- B. Did the Company present those residential customers with a description of the NSTAR Green program similar to the one proposed in the Filing?
- C. How many focus groups did the Company convene and what was the composition of each focus group?
- D. Did the Company present focus groups with a description of the NSTAR Green program similar to the one proposed in the Filing?
- E. Please provide all documents referred to in or pertaining to your response to subparts A – D, above, including, without limitation, any documents or other materials provided to or used in conjunction with any focus groups or other discussions with residential customers.

Response

- A. NSTAR Electric conducted focus groups with a total of 98 residential customers.
- B. The survey was used to gather information that was later used to design the NSTAR Green proposal. Thus, the survey did not describe the NSTAR Green program in its entirety, but posed multiple questions for various facets of green power. All of the attributes of the filed version of NSTAR Green were included in the surveys. The survey was designed collaboratively with Mass Energy, Green Mountain Energy, CSG, MTC and Kema/Xenergy.
- C. Two focus groups of residential customers were convened. The participants were chosen based on the attached screening document (see Attachment CLC-MEC-1-1(a)).

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D. See paragraph B, above.

E. See Attachments CLC/MEC-1-1(a), CLC/MEC-1-1(b) and CLC/MEC-1-1(c).

“GREEN POWER” STUDY
RESPONDENT SCREENER- DRAFT

July 2003
(Waltham, MA)

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NO.: HOME () _____ WORK () _____

RECRUITER: _____ REMINDER CALL BY _____ ON _____

Recruit from a mix of the following towns (all are served by NSTAR Electric):

() Waltham	() Arlington	() Needham	() Wayland
() Watertown	() Bedford	() Newton	() Weston
() Woburn	() Maynard	() Sherborn	() Winchester
() Burlington	() Framingham	() Sudbury	

ASK TO SPEAK TO THE ADULT IN THE HOUSEHOLD RESPONSIBLE FOR PAYING THE ELECTRICITY BILL.

Hello, I'm _____ from _____. We are an independent marketing research firm based in _____. This is not a sales call. We are only interested in your opinions and ideas.

We are conducting a research study about green or environmentally friendly power. For this particular study, we are scheduling group discussions which will take place on Tuesday, July 22nd at _____ and would like to include your opinions. The discussion would last approximately 2 hours and as a thank you for your participation, you would receive \$65. I want to assure you that you will not be sold any kind of product or service—we will just be asking your opinions. Before I give you all of the details, I need to ask you a few questions to see if you qualify. Do you have a few minutes to talk with me?

1. In the past 2 years, have you or any member of your family worked for or had any association with any of the following? **(READ:)**

Advertising agency or department	()	TERMINATE
Public Relations firm or department	()	TERMINATE
Marketing/Marketing Research firm		
or department	()	TERMINATE
Electric, Gas or any Utility company	()	TERMINATE

2. When, if ever, was the last time you participated in a marketing research study?
(**RECORD BELOW. TERMINATE IF WITHIN THE PAST 6 MONTHS.**)
-

3. Are you a current customer of NSTAR Electric?

- | | |
|---|------------------|
| <input type="checkbox"/> Yes | CONTINUE |
| <input type="checkbox"/> No | TERMINATE |
| <input type="checkbox"/> Don't Know/Refused | TERMINATE |

4. Do you....

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Own your own home | CONTINUE, SKIP TO QUESTION 6 |
| <input type="checkbox"/> Rent | CONTINUE, ASK QUESTION 5 |
| <input type="checkbox"/> Don't Know/Refused | TERMINATE |

5. If you rent, who is responsible for paying the electricity bill?

- | | |
|--|------------------|
| <input type="checkbox"/> You and/or other household member | CONTINUE |
| <input type="checkbox"/> Landlord | TERMINATE |
| <input type="checkbox"/> Don't Know/Refused | TERMINATE |

6. Who is the person in the household primarily responsible for paying the electricity bill and for making decisions regarding the household's electric service? Do...

- | | |
|--|-----------------------------|
| <input type="checkbox"/> You handle primarily | CONTINUE (SEE QUOTA) |
| <input type="checkbox"/> You and other household member share responsibility | CONTINUE (SEE QUOTA) |
| <input type="checkbox"/> Spouse/other household member handles primarily | TERMINATE |
| <input type="checkbox"/> Don't Know/Refused | TERMINATE |

QUOTA: AT LEAST 50% IN EACH GROUP SHOULD BE THE PRIMARY DECISION MAKER (NOT SHARED).

7. Which of the following phrases best describes how energy efficient you are on a typical day?

- | |
|---|
| <input type="checkbox"/> a. I try to be extremely energy efficient all the time |
| <input type="checkbox"/> b. I try to be energy efficient most of the time |
| <input type="checkbox"/> c. I think about it but actually do little to conserve energy |
| <input type="checkbox"/> d. I'm likely to leave the lights on and the hot water running |

**QUOTA: APPROXIMATELY 7 OF 10 SHOULD ANSWER "b" =
("I try to be energy efficient most of the time.")**

8. Now, in terms of separating recyclables from normal household waste, would you say you:

- ☐ a. Always separate
- ☐ b. Mostly separate
- ☐ c. Sometimes separate
- ☐ c. Rarely separate
- ☐ e. Never separate

**QUOTA: APPROXIMATELY HALF SHOULD ANSWER “a” (“Always separate”).
THE REST SHOULD BE SPLIT BETWEEN “b” (“mostly separate”),
“c” (sometimes separate), “d” (“rarely separate”) and “e” (“never separate”).**

9. For classification purposes, which of the following categories includes your age?

- | | | | |
|-----------------------------------|------------------|---|--------------------------|
| <input type="checkbox"/> Under 25 | TERMINATE | | |
| <input type="checkbox"/> 25–34 | CONTINUE | } | RECRUIT A
MIX |
| <input type="checkbox"/> 35 – 44 | CONTINUE | | |
| <input type="checkbox"/> 45-54 | CONTINUE | | |
| <input type="checkbox"/> 55+ | TERMINATE | | |
| <input type="checkbox"/> Refused | TERMINATE | | |

10. What is the last level of education that you have completed? **(READ LIST AND CHECK ONE ANSWER. RECORD ONLY. NO QUOTAS.)**

- ☐ Some High School
- ☐ High School Graduate
- ☐ Some College
- ☐ College Graduate
- ☐ College +
- ☐ Don’t Know/Refused

11. Which best describes your employment status? **(READ LIST AND CHECK ONE ANSWER. RECORD ONLY. NO QUOTAS.)**

- ☐ Self employed
- ☐ Employed part-time outside the home
- ☐ Employed full-time outside the home
- ☐ Full-time stay-at-home mom/dad
- ☐ Retired
- ☐ Not employed

12. If employed outside the home, what is your occupation? **(RECORD.)**

13. Into which of the following ranges does your annual household income fall?
(READ LIST AND CHECK ONE ANSWER. RECORD ONLY. NO QUOTAS.)

- ☐ Under \$50,000
- ☐ \$50,000 to under \$75,000
- ☐ \$75,000 to under \$100,000
- ☐ \$100,000+
- ☐ Don't Know/Refused

14. What is your current marital status? **(RECORD ONLY. NO QUOTAS.)**

- ☐ Married
- ☐ Single/Divorced/Separated/Widowed
- ☐ Don't Know/Refused

15. Gender (do not ask):

- ☐ Male
- ☐ Female

QUOTA: SHOULD BE 50/50 SPLIT MALE/FEMALE IN EACH GROUP.

16. Articulation Screen:

Now I would like to ask you a simple question to get your mind going. There are no right or wrong answers to this. If you could take a dream vacation anywhere in the world, where would you go and what types of activities would you do? Why?

**MUST PROVE ABILITY TO SPEAK CLEARLY WITHOUT A HEAVY ACCENT
AND MUST BE EASILY UNDERSTOOD.**

Thank you for answering these questions. We would like to invite you to participate in an informal group discussion about green or environmentally friendly power. It will take place on Tuesday, July 22 and will last approximately 2 hours. At the end of the discussion, you will receive \$65 as a thank you for your participation. The discussion is for market research purposes only. You will not be asked to buy anything.

The discussion will take place at our offices at _____ [insert location] at _____ [insert time].

Does this sound like something you would be interested in?

If yes, schedule for either 6:00 or 8:00 group.

Thank you!

Green Power Script

Town -

We would like to ask a few questions about green or environmentally friendly power. Green Power is typically described as electricity created from renewable energy sources such as wind, solar energy, plant material such as wood chips, or gas recovered from closed landfills. NSTAR is considering offering Green Power as an optional service, and in trying to design the offering we would like to ask you a few questions.

- 1) How interested would you be in participating in such a program?
 - a) Very Interested
 - b) Interested
 - c) Slightly Interested
 - d) Not at all Interested
 - e) Don't Know (Refused)
- 2) Do you have a preference among the types of green power I mentioned (wind, solar cells, plant/biomass, landfill gas, other)?
- 3) There are several different ways in which NSTAR could offer Green Power to our customers. Which would you prefer?
 - a) Consumers could pick the source or sources of power themselves (for example, 90% wind power and 10% solar power), or
 - b) NSTAR could create a mix of green power sources that is the most cost effective.
 - c) Indifferent.
 - d) Didn't understand question.
 - e) Don't Know (Refused)

Follow-up if (a): How important would it be for you to pick the source of the Green Generation? Very Important, Important, Somewhat Important, (Don't Know, Refused)

- 4) How important is it for you to know exactly where the Green power is being produced (for example, from the windmill in Hull)?
 - a) Very Important
 - b) Important
 - c) Somewhat Important
 - d) Don't Know (Refused)

- 5) How important is it for you to have the Green Electricity produced here in New England versus elsewhere in the country?
- Very Important
 - Important
 - Somewhat Important
 - Don't Know (Refused)
- 6) Like your telephone bill, where you can choose different service providers, you can also choose different electricity providers. Would you prefer to purchase green power from –
- NSTAR
 - Independent provider
 - Indifferent
- 7) Assuming that the purchase of Green Power from NSTAR would be an additional charge of between 5 and 10 dollars a month, how interested would you be in participating in such a program?
- Very Interested
 - Interested
 - Slightly Interested
 - Not at all Interested
 - Don't Know (Refused)
- 8) If this \$5-\$10/month could only be billed on your credit card, would you still be interested?
- 9) How would you prefer to determine how much you pay for green power each month:
- Buy green power for the amount of electricity you actually use each month.
 - Pay a fixed dollar amount each month toward purchase of green power.
 - Indifferent.
 - Didn't understand question.
 - Don't Know (Refused.)
- 10) On a rating of 1-10, where 1 is not at all important and 10 is very important how important is it for NSTAR's Green Power Program to be endorsed or supported by:
- A leading environmental advocate?
1 2 3 4 5 6 7 8 9 10
 - Massachusetts state government?
1 2 3 4 5 6 7 8 9 10

11) Massachusetts plans to make available to green power buyers a tax deduction on their federal tax return for the extra cost they pay for renewable power.

a) Would this tax deduction make you be more inclined to purchase Green Power?

Yes No

b) Would you want to keep these tax savings or use them to buy a little more green power?

Yes No

12) In New England, a new accounting system was set up this year that uses “certificates” to tell consumers where their electricity was generated. NSTAR would buy these certificates from renewable power generators to assure you that your power is now renewable. Please tell me whether you agree or disagree with the following statements about this on a rating of 1-10.

a) I’m glad that there’s a system so NSTAR will know where my green power will be coming from.

1 2 3 4 5 6 7 8 9 10

b) This system of using certificates doesn’t make sense yet, so I’d rather not participate until I get more information.

1 2 3 4 5 6 7 8 9 10

c) I’d be interested if NSTAR would offer a simple way for me to buy some of these certificates myself.

1 2 3 4 5 6 7 8 9 10

13) How would it affect your attitude toward NSTAR if NSTAR does offer green power in this way?

a) Greatly improve it

b) Somewhat improve it

c) Make no change

d) Somewhat lower it

e) Greatly lower it

f) Don’t Know (Refused)

If you have any questions on green power you can go to the website -
<http://www.masstech.org/>

Name: _____ Time: 6:00 or 8:00

Green Power

Green Power is typically described as electricity created from renewable energy sources that have a relatively low impact on the environment. Examples include wind energy, solar energy, energy generated from plant material such as wood chips, or gas recovered from closed landfills. Green Power sources are continuously and sustainably available in the environment and are less harmful to the environment than traditional energy sources.

Directions:

- Circle any words or phrases in the paragraph above that are particularly appealing. Cross out any words or phrases you find unappealing. Put a question mark next to any words or phrases that are confusing or difficult to understand.
- What are your top of mind impressions of this idea?

- How favorable/unfavorable an impression do you have of the idea stated above? (circle one answer)

Very Favorable

Somewhat Favorable

Somewhat Unfavorable

Very Unfavorable

Name: _____ Time: 6:00 or 8:00

Green Power Sources

Wind Energy

Wind Energy comes from moving air which is converted to electric power to create electricity. Due to the unequal solar heating of the earth, wind is generated. As air flows past the rotors of a wind turbine, the rotor spins and drives the shaft of an electric generator.

How favorable an impression do you have of Wind Energy? (circle one answer)

Very Favorable

Somewhat Favorable

Somewhat Unfavorable

Very Unfavorable

Solar Energy

Solar Electric or Photovoltaic Systems convert some of the energy in sunlight directly into electricity. Photovoltaic (PV) cells are made primarily of silicon, which when combined with one or more other materials, exhibits unique electrical properties in the presence of sunlight. Electrons are excited by the light and move through the silicon. This is known as the photovoltaic effect and results in direct current (DC) electricity.

How favorable an impression do you have of Solar Energy? (circle one answer)

Very Favorable

Somewhat Favorable

Somewhat Unfavorable

Very Unfavorable

Plant/Biomass

Biomass energy is available from organic materials in the environment. It includes energy available in wood, agricultural crops, crop residues, industrial and municipal organic waste, food processing waste and animal wastes. These wastes of various human and natural activities can be burned to create heat and/or steam that is used to generate electricity.

How favorable an impression do you have of Biomass Energy (or BioPower)? (circle one answer)

Very Favorable

Somewhat Favorable

Somewhat Unfavorable

Very Unfavorable

Landfill gas

Landfill gas is created when waste in a closed landfill decomposes under anaerobic (or oxygen free) conditions. Because landfill gas is about 50% methane, it can be used as a source of energy similar to natural gas (which is about 90% methane). Since landfill gas is generated continuously, it provides a reliable fuel for a range of energy applications, including heating and electric power generation. Also, since methane is a greenhouse gas, reducing the amount of methane that is released into the atmosphere from landfills is an additional benefit of this energy source.

How favorable an impression do you have of Landfill Gas Energy? (circle one answer)

Very Favorable

Somewhat Favorable

Somewhat Unfavorable

Very Unfavorable

Name: _____ Time: 6:00 or 8:00

NSTAR Green Power Option

NSTAR Electric is considering offering Green Power as an optional service. NSTAR would offer its customers the choice of electricity that is created by renewable sources, such as wind, solar, plant/biomass and landfill gas. By choosing this product, NSTAR customers would be able to increase the Green Power used to generate the electricity they use. In doing so, they will help the local environment by reducing emissions and reducing our dependence on natural resources.

Customers would begin purchasing Green Power by specifying an option on their electric bill. The Green purchase would begin on the following bill cycle. Choosing Green Power in no way changes the reliability or quality of a customer's electric service.

Directions:

- Circle any words or phrases that are particularly appealing. Cross out anything you find unappealing. Put a question mark next to any words or phrases that are confusing or difficult to understand.
- What are your top of mind impressions of this idea?

- Based on what you've heard so far, how interested would you be in participating in such a Green Power Program? (circle one answer)

Very Interested

Somewhat Interested

Somewhat Uninterested

Not at all interested

Name: _____ Time: 6:00 or 8:00

NSTAR Green Power Service
Pricing Options

Depending on the percentage of Green Power a customer elects to choose, the incremental cost of the Green Power would be as follows:

Incremental cost to monthly electricity bill (based on an average monthly bill of \$72):

25% Green Power: \$5.88

Very Interested

Somewhat Interested

Somewhat Uninterested

Not at all Interested

50% Green Power: \$11.75

Very Interested

Somewhat Interested

Somewhat Uninterested

Not at all Interested

100% Green Power: \$23.50

Very Interested

Somewhat Interested

Somewhat Uninterested

Not at all Interested

Directions:

- For each pricing option above, circle your level of interest in choosing that pricing option (circle one answer for each of the three pricing options).
- If NSTAR could only offer one or two options, which would be the most appealing (which should they offer)? Write 1st, 2nd choice above.

Name: _____ Time: 6:00 or 8:00

Endorsement of Green Power Program

1. On a scale of 1-10 (where 1 = not at all important and 10 = very important), how important is it for NSTAR's Green Power Program to be endorsed or supported by:

- A leading environmental advocate? (circle one answer)

1 2 3 4 5 6 7 8 9 10

- Which of the following environmental advocates have you heard of? Whose endorsement (if any) would be compelling? (circle as many responses as apply)

Have heard of:

Green Mountain Energy
MassPIRG
Sierra Club
Amory Lovins

Endorsement would be compelling:

Green Mountain Energy
MassPIRG
Sierra Club
Amory Lovins

2. On a scale of 1-10 (where 1 = not at all important and 10 = very important), how important is it for NSTAR's Green Power Program to be endorsed or supported by:

- Massachusetts state government? (circle one answer)

1 2 3 4 5 6 7 8 9 10

Information Request CLC/MEC-1-2

The Company notes in its Filing Letter at 2, that its proposed 25 percent incremental green offering represented a balance struck from the results of research completed with its focus groups.

- A. What were the different green generating sources and/or percentage offerings presented to the customers surveyed and what were the customer reactions to each?
- B. What were the various estimates of price increases (resulting from increased green supplies) presented to the customers surveyed and what were the customer reactions to each?
- C. Please provide all documents referred to in or pertaining to your response to subparts A – B, above, including, without limitation, any documents or other materials provided to or used in conjunction with any focus groups or other discussions with residential customers.

Response

- A & B. Customers were asked their preference for solar, wind, plant/biomass, landfill gas or other source. A majority (71 percent) did not have a preference. They were not asked about a preferences relating to specific percentages, in isolation. The 25 percent offering was based on the following customer responses:
 - a. Block versus percentage-based (only 14 percent preferred block type)
 - b. Cost (51 percent would be interested if additional cost was \$5-\$10/month)
 - c. Mixture composition (53 percent preferred the most cost-effective resources)

The focus groups were presented with 25 percent, 50 percent and 100 percent options at \$5.88, \$11.75 and \$23.50 premiums, respectively. Willingness to participate dropped off dramatically with increased cost.

The focus groups were also presented with solar, wind, plant/biomass and landfill gas. Solar and wind were most recognized, landfill gas was also viewed positively and only plant/biomass had slightly negative connotations.

- C. See response to Information Request CLC/MEC-1-1.E.

Information Request CLC/MEC-1-3

- A. Please provide all documents pertaining to or referring to the development of the NSTAR Green Proposal, including, without limitation, earlier (pre-filing) versions of such proposal and internal Company memoranda suggesting the development of such a product.
- B. Please identify all NSTAR personnel who had a material role in the evaluation and preparation of the NSTAR Green Proposal and explain their role(s).

Response

- A. The Company objects to this question because it is overbroad in scope and overly burdensome. “[D]ocuments pertaining to or referring to the development of the NSTAR Green Proposal...” could arguably extend to a large range of background documents that were not directly used or relied upon in developing the proposal. In order to respond to the question, each of the individuals listed in paragraph B, below would be required to comb through extensive files in order to determine if responsive documents exist. The Company has already provided all documents that were ultimately relied upon in developing the NSTAR Green Program in response to specific questions posed by the Department and the Compact/MEC. They are as follows:
- Attachment DTE-1-1 (Request For Proposals for Renewable Energy Certificates (“RECs”);
 - Attachment DTE-1-3 (Communications Plan);
 - Attachment DTE-1-5 (Survey Script with Responses);
 - Attachment DTE-1-7 (Chartwell Report of Utility Renewable Programs);
 - Attachments CLC-MEC-1-1(a) through (c) (Focus Group-Related Documents);

- Attachments CLC-MEC-1-9 (a) through (d) (Renewable Portfolio Standard-Related REC Purchase Contracts;
- Attachment CLC-MEC-1-18 (Qualifying MA RPS-Eligible Resources); and
- Attachment CLC-MEC-1-19 (Marketing Materials).

As noted in response to Information Requests CLC-MEC-1-6, 1-10, 1-11, 1-15 and 1-22, the Company does not have documents responsive to such questions. Accordingly, because the Company has provided documents relied on by the Company in response to other information requests asked in this proceeding to date, the burden of attempting to produce “all documents pertaining to or referring to the development of the NSTAR Green Proposal” outweighs whatever additional information might possibly be discovered through that process.

Pre-filing versions of the proposal were prepared by counsel in preparation for this proceeding. Accordingly, they are protected by the work product doctrine. See Massachusetts Rules of Civil Procedure 26(b)(3). Moreover, such versions were generally distributed solely to Company personnel and thus, are protected by the attorney-client privilege.

Without waiving this objection, the Company will conduct a search for responsive documents and provide them when they are available

B. Customer Care

Penni McLean-Conner, Vice-President – Project Owner
Frank Gundal, Products & Services – Product Development Manager
Harry Ruscetta, Call Center Manager – Administer Customer Surveys
John Milton, Manager Energy Supplier Services – Program Design Research

Energy Supply

Ellen Angley, Vice-President – Procurement, Regulatory and Competitive Market issues
James Daley, Director – Procurement, MCEC negotiations
Gary Cunningham, Sr. Analyst – Procurement, RFP

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Corporate Communications

Paul Connelly, Marketing Manager – Marketing

Regulatory Policy and Rates

Steve Chiara, Rate Design Analyst – Rate and billing design

Information Request CLC/MEC-1-4

With regard to the Company's report of customer migration data to the Division of Energy Resource, please describe which rate classes are included in each of the following categories:

- a. small commercial and industrial,
- b. medium commercial and industrial, and
- c. large commercial and industrial.

Please answer separately for Boston Edison, Commonwealth Electric, and Cambridge Electric.

Response

The Company's report of customer migration data to the Division of Energy Resources does not categorize commercial and industrial ("C&I") customers as "small," "medium" or "large."

Information Request CLC/MEC-1-5

The Company notes in its Filing Letter at 3 (footnote 5) that it may in the future, propose recovery of “incremental costs” from its NSTAR Green customers. Please describe in detail any research or analysis completed regarding cost of service for NSTAR Green, specifically related to the following factors:

- a. administrative costs,
- b. procurement,
- c. contracting,
- d. staffing,
- e. regulatory compliance, third-party auditing costs (i.e. by Green-e or the equivalent to ensure program credibility), and
- f. marketing costs.

Response

The total costs for each factor listed were difficult to estimate and not expected to be large or material at the outset. For example, incremental administrative, procurement, contracting and auditing costs are expected to be minimal, including Green-E auditing costs¹. A detailed analysis has not been done. Similarly, at the outset, NSTAR Electric does not intend to incur large incremental marketing costs, but will simply notify customers of the option. After one year, product costs and enrollment can be evaluated. If enrollment can support it, NSTAR Electric would consider developing a more significant marketing budget and consider seeking the recovery of operating costs in the price of NSTAR Green.

¹ In preliminary talks, Green-E has indicated that this can be done internally and, due to the GIS system, should be relatively inexpensive.

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Information Request CLC/MEC-1-6

Please provide all documents pertaining to or referred to in preparing your answer to CLC/MEC 1-5 above.

Response

The Company does not have documents that are responsive to this question.

Information Request CLC/MEC-1-7

If NSTAR Green customers will not be paying for the incremental costs referred to in CLC/MEC 1-5, will the Company's shareholders pay these costs, or will non-participating Company customers be asked to pay these costs? Please provide a detailed response and identify the customer classes and/or rate components (e.g. Standard Offer, Default Service, Distribution) to which such costs will or may be assigned.

Response

See response to Information Request CLC/MEC-1-5. Until and unless NSTAR Electric seeks to include incremental costs in NSTAR Green rates, NSTAR Electric will absorb any costs.

Information Request CLC/MEC-1-8

- A. Please explain how NSTAR developed the procurement process it has utilized thus far in relation to the NSTAR Green Proposal. Identify any documents or persons that NSTAR consulted or referred to in connection with the development of that process and provide a copy of all such documents.
- B. Has NSTAR modified the form of Purchase Agreement included in the filing? If so, please describe any such modifications and provide a copy of all documents containing or pertaining to such changes.

Response

- A. NSTAR Electric utilized its existing competitive procurement process, as currently used for procurement of energy supply. The list of recipients for the Request for Proposals was expanded to include known participants in the Renewable Energy Certificate market. In addition, requests for participation in the process by entities that did not receive the original distribution were accommodated.
- B. No modifications to the document have been made as of this date.

Information Request CLC/MEC-1-9

- A. Has NSTAR purchased enough or entered into contracts for enough RPS-eligible certificates to comply with the RPS in 2004?
- B. How many certificates for 2003 and 2004 RPS has NSTAR purchased? Please provide a detailed response and identify the source of such certificates (i.e. by project and type).
- C. Please provide all documents pertaining to or referred to in preparing your answer to subparts A and B, above.

Response

- A. No. NSTAR Electric will purchase additional RECs through the year to meet any residual requirements.
- B. NSTAR Electric has purchased a combined total of 16,399 RPS qualifying RECs through four separate agreements. These RECs include:
 - 2,150 Q3 2002 RECs from Massachusetts Water Resource Authority ("MWRA") for early compliance with 2003 obligation.
 - 5,467 Q4 2002 RECs from MWRA for early compliance with 2003 obligation.
 - 4,449 Q4 2002 RECs from MM Hartford New Energy for early compliance with 2003 obligation.
 - 4,333 Q1 2003 RECs from MM Hartford New Energy for compliance with 2003 obligation and carry-over for 2004/2005 obligations.
- C. See Attachments CLC-MEC-1-9(a) through (d).

RENEWABLE ENERGY CERTIFICATE SALES AGREEMENT

This Agreement is entered into this 26th day of February 2003, by and between the Massachusetts Water Resources Authority, a body politic and corporate ("Seller"), and Commonwealth Electric Company, One NSTAR Way NE220, Westwood, MA 02090, a Massachusetts corporation ("Purchaser") (Hereinafter each of the Seller and Purchaser shall be referred to individually as a "Party" and, collectively, as the "Parties".)

WHEREAS, electricity produced from Seller's facilities meet a definition established by the applicable regulatory authority within Massachusetts as a renewable energy source that has positive environmental traits that are recognized as having value to purchasers of electricity;

WHEREAS, some states have required that a portion of all electricity sales to end-users must be generated by renewable energy sources;

WHEREAS, some states, as an alternative, allow electricity suppliers to satisfy its renewable energy requirements through the purchase of generation attributes associated with renewable energy produced from qualified renewable energy sources;

WHEREAS, attributes of renewable energy produced from qualified renewable energy sources are commonly documented as renewable energy certificates; and

WHEREAS, Purchaser desires to purchase and Seller desires to sell its title to renewable energy certificates associated with renewable energy generation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and obligations contained herein, the Parties hereto agree as follows:

1. Definitions. All capitalized terms not defined herein have the same meanings as set forth in the Massachusetts Renewable Portfolio Standard (225 CMR 14.00).

(a) Not used.

(b) *Qualified Renewable Energy Generating Facility.* An electricity generating facility that has qualified under the requirements of the Massachusetts Renewable Portfolio Standard (225 CMR 14.00) as a New Renewable Generation Unit

(c) *Renewable Energy Legislation.* The Massachusetts Renewable Portfolio Standard (225 CMR 14.00).

(d) *Renewable Portfolio Standard (RPS).* The legislative requirements imposed by the applicable Renewable Energy Legislation requiring that a minimum percentage

of electrical energy sold by electricity suppliers must be produced from a Qualified Renewable Energy Generating Facility.

(e) *New England Generation Information System ("NE-GIS")*. The generation information database and certificate system established by the New England Power Pool to account for and track the attributes of electrical output generated within New England.

(f) *Renewable Energy Certificate ("REC")*. The attribute that include qualification status for meeting certain regulatory requirements except the actual electrical energy, associated with one (1) megawatt hour (MWh) of generation from a Qualified Renewable Energy Generating Facility which are deemed to come into existence at the point that output from a Qualified Renewable Energy Generating Facility is metered and which are verified and certified by the applicable REC Certification Authority.

(g) *REC Certification Authority*. A governmental body or other accredited entity responsible for verifying and certifying RECs based on applicable generation data as specified in Exhibit A. The REC Certification Authority may be a regional Independent System Operator ("ISO"), a regional transmission organization ("RTO"), a generation information system ("GIS"), a governmental regulatory authority, or a private, third-party (such as the Green-E certification program of the Center for Resource Solutions, or an independent audit that results in commercially tradable RECs with general market acceptance).

(h) *REC Termination Date*. The date upon which the REC Certification Authority stipulates that the certified RECs are no longer eligible for sale, trade, or credit.

(i) *REC Trading Period*. The period in which a REC Certification Authority permits the sale or trade of RECs as specified in Exhibit A.

(l) *Trade Date*. The date on which the parties execute this Agreement.

2. Purchase and Sale of RECs. Subject to the terms and conditions of this Agreement, within the REC Trading Period(s) as listed on Exhibit A attached hereto Seller hereby agrees to transfer or have transferred to the Purchaser's retail load servicing entity account ("LSE Account"), free and clear of all claims, liens, security interests and encumbrances of every kind, nature and description, and the Purchaser hereby agrees to purchase, acquire and receive assignment from Seller, all of the Seller's, right, title and interest in RECs of the type, in a quantity, and for the price as each term is listed on Exhibit A. In accordance with the acceptance procedures of the applicable NE-GIS, The Purchaser must acknowledge the Seller's transfer of RECs to their LSE Account within 5 days from the Trade Date ("Acceptance Date").

3. Terms of Payment. Any and all sums due Seller for the transfer of RECs, as stipulated on Exhibit A, shall be due and payable within 15 days of the Acceptance Date ("Due Date"). Payments shall be made by electronic funds transfer or other mutually agreeable methods(s) to the account of the Seller as designated on Schedule 1. Any amounts due and not paid by the Due Date shall accrue interest at the rate of 6% per annum (the "Interest Rate").

4. Failure to Deliver Agreed Upon RECs. In the event that the Seller fails to provide RECs as stipulated in Section 2, the Seller will be responsible for providing to the Purchaser, on

the last day of the applicable REC Trading Period, a sum equal to the then market cost of replacement RECs.

5. Audit Right. Purchaser shall, at its sole expense and during normal working hours, have the right to examine the records of Seller to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall accrue interest calculated at the Interest Rate from the day of the overpayment or underpayment was made until corrective payment has been made pursuant to the terms of this Section. This right, and any and all obligations under this Section, shall expire twelve (12) months after the applicable Trade Date.

6. Term. This Agreement shall be effective from the date first written above and continue in full force through the Due Date, or until any and all sums due Seller, including but not limited to interest accrued in accordance with Section 3, are paid to the Seller, whichever is later.

7. Default. In the event (each an "Event of Default") that: (i) either Party shall fail to perform the terms and conditions set forth in this Agreement; or (ii) either Party's representation, warranty or covenant contained in this Agreement shall be false or misleading in any material respect, the non-defaulting Party shall be entitled to terminate this Agreement immediately upon written notice to the defaulting party. The defaulting Party will have ten (10) days following receipt of such termination notice to cure the Event of Default. If such Event of Default is cured to the satisfaction of the non-defaulting Party, this Agreement will be reinstated for the duration of the term of the Agreement subject to the terms contained herein. In the event that a Party: (a) becomes insolvent; (b) makes a general assignment of substantially all of its assets for the benefit of its creditors, files a petition for bankruptcy or reorganization or seeks other relief under any applicable insolvency laws; or (c) has filed against it a petition for bankruptcy, reorganization or other relief under any applicable insolvency laws and such petition is not dismissed within thirty (30) days after it is filed, then the other Party shall be entitled to terminate this Agreement immediately.

8. Representations and Warranties of Seller.

(a) *Certification of RECs.* The energy with respect to any and all RECs brokered or transferred under this Agreement has been produced from a Qualified Renewable Energy Generating Facility. The RECs have been duly verified and certified by an REC Certification Authority and, pursuant to the rules and regulations applicable to the REC Certification Authority, will be available for sale, purchase and trade prior to the applicable REC Termination Date. Seller has good and marketable title to the RECs, and will transfer such good and marketable title on the applicable Trade Dates, free and clear of any and all encumbrances or any other title defect of any kind or nature whether arising by operation of law, statutory or otherwise, to Purchaser in accordance with this Agreement.

(b) *Organization; Authority.* The Seller has the power and authority: (i) to own and hold its properties and to carry on its business as now conducted and as proposed to be

conducted; and (ii) to execute, deliver and perform this Agreement and any and all other agreements and documents to be executed and delivered in connection with this Agreement.

(c) *Binding Effect.* The execution and delivery by the Seller of this Agreement and the performance by the Seller of its obligations hereunder will not violate any provision of any applicable law, any order of any court or other agency of government, the Certificate of Incorporation of the Seller, or the By-laws of the Seller, or any provision of any indenture, agreement or other instrument to which the Seller is bound.

(d) *Conformity with Law.* The Seller has complied with all laws, rules, regulations and orders applicable to its business, operations, properties, assets, products and services. To the best knowledge of the Seller, there is no existing law, rule, regulation or order, or any proposed law, rule, regulation or order, whether Federal or state, which would prohibit or materially restrict the Seller from, or otherwise materially adversely affect the Seller in, conducting its business in any jurisdiction in which it is now conducting business or in which it currently proposes to conduct business.

9. Representations and Warranties of Purchaser.

(a) *Authority.* The Purchaser has the corporate power and authority: (i) to own and hold its properties and to carry on its business as now conducted and as proposed to be conducted and (ii) to execute, deliver and perform this Agreement and any and all other agreements and documents to be executed and delivered in connection with this Agreement.

(b) *Binding Effect.* To the best knowledge of the Purchaser, the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations hereunder will not violate any provision of any applicable law, any order of any court or other agency of government, the Certificate of Incorporation of the Purchaser, or the By-laws of the Purchaser, or any provision of any indenture, agreement or other instrument to which the Purchaser is bound.

10. Indemnity. Each Party (the "Indemnifying Party") shall indemnify the other party, its directors, officers, employees, shareholders and agents against all liabilities, claims, demands, actions, causes of action, damages, losses, costs or expenses suffered or incurred by any of them, directly or indirectly by reason of or arising out of any of the Indemnifying Party's warranties or representations being untrue, or any covenant, term or conditions of the Indemnifying Party to be made, observed or performed pursuant to this Agreement being breached, or any negligent act or omission on the part of the Indemnifying Party or on the part of those for whom the Indemnifying Party is responsible in law.

11. Warranty: Limitation of Damages. UNLESS OTHERWISE AGREED HEREIN, NEITHER PARTY SHALL BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, AND IN NO EVENT SHALL BE RESPONSIBLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF RECs ON THE TRADING DATE. THE FOREGOING DISCLAIMER OF LIABILITY SHALL BE BINDING UPON THE PURCHASER AND ANY SUCCESSOR IN TITLE, ASSIGNS, TRANSFEREES, AND ULTIMATE USERS OF THE RECS. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR A BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

12. Taxes. Seller shall remit from those sums to be paid by Purchaser to the Seller hereunder any and all applicable taxes, government charges or levies, properly payable by the Seller as a result of the transactions contemplated by this Agreement.

13. Confidentiality.

(a) *Publicity.* Upon the prior mutual written consent of the Parties and subject to paragraph (c) below, Seller may publicize and promote the existence of this Agreement.

(b) *Prior Written Consent.* Prior to either Party publicizing or disseminating any promotional materials containing the name, trademarks, logo or service marks of the other Party, the Party publicizing or disseminating such materials shall obtain the prior written consent of the other Party. Any such use of such name and marks will cease at the earliest of: (i) the termination of this Agreement; or (ii) notice from the other Party, as hereinafter provided, that the right of the Party publicizing or disseminating materials containing such name or marks to use such name or mark has been withdrawn by the other Party.

(c) *Confidential Information.* While both Parties recognize that each may benefit from publicity surrounding the trading and use of RECs, it may not be in the best interest of either Party to make public the specific terms of this Agreement. Thus, each Party hereby agrees that it shall not make any public disclosure of the price at which RECs were purchased and sold hereunder without the prior written consent of the other Party. Nothing contained in this Section shall prevent either Party from making such disclosures as such Party may reasonably consider necessary to satisfy governmental requirements or requests, provided that the disclosing Party shall give prior notice to the non-disclosing Party of such legal obligation.

14. Dispute Resolution. The Parties will attempt in good faith to resolve any dispute concerning this Agreement or the Parties' respective obligations hereunder through an acceptable alternative dispute resolution procedure. In the event the Parties are unable to agree upon an acceptable alternative dispute resolution procedure, or following any such alternative dispute resolution procedure any dispute arising out of this Agreement remains unresolved, the Parties agree that any dispute remaining unresolved shall be resolved by binding arbitration before a single arbitrator in the Greater Boston area, under the rules of the American Arbitration Association. Judgment on any arbitration award rendered in accordance with this section shall be final and binding on all Parties.

15. Notices. All notices which may be given in connection with this Agreement shall be sent by either Party to the other Party by U.S. Certified Mail, return receipt requested, or by overnight courier service. Any such notice given to the Seller shall be addressed to:

Massachusetts Water Resources Authority
P.O. Box 100
Winthrop, MA 02152
Attn: Kristen Patneaude, Process Operations

Any such notice given to Purchaser shall be addressed to:

Mr. Robert Martin
Director, Electric Energy Supply
NSTAR Electric and Gas Corporation
One NSTAR Way NE 220
Westwood, MA 02090

16. Assignability. Neither Party shall assign their rights or transfer their obligations hereunder without the prior written consent of the other Party (which consent shall not be withheld unreasonably).

17. Severability. In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law, or is held unenforceable or invalid by any applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of any applicable law or applicable court decisions.

18. Controlling Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts. Each Party hereby expressly waives any objection to the personal jurisdiction and venue of the state or federal courts located in the Commonwealth of Massachusetts.

19. Section Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to define, limit, or otherwise affect the construction of any provision hereof.

20. Entire Agreement. This Agreement completely and exclusively states the agreement of the Parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, agreements or other communications between the Parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Seller and Purchaser by their duly authorized representatives.

21. Counterpart Execution. This Agreement may be signed and delivered in counterparts with the same effect as if both Parties had signed and delivered the same copy, and when each Party has executed and delivered a counterpart, all counterparts together constitute

one Agreement. Delivery of a copy of this Agreement by facsimile is good and sufficient delivery.

IN WITNESS HEREOF, the Parties have executed this Agreement as a document under seal by their authorized representatives as follows:

Seller: Massachusetts Water Resources Authority

Name:

Title: _____

Purchaser: Commonwealth Electric Company

Name:

Title: _____

Exhibit A

Quantity, Delivery Dates, and Price

Seller will ensure that RECs in the following amounts will be transferred into the Massachusetts Load Serving Entity (LSE) Sub-account of the NEPOOL Generation Information System (GIS) of Purchaser on the following dates for the stipulated price:

Quantity of Power with which RECs are associated	Renewable Energy Type	Period in which Power/Attributes were Generated	Trading Period	REC Certification Authority	Unit Price Per MWh/ Certificate
N/A					
N/A					
N/A					
1,000 MWh	Anaerobic Digester	Q3, 2002	Q1, 2003	MA DOER	
1,150 MWh	Anaerobic Digester	Q3, 2002	Q1, 2003	MA DOER	

Total Price: \$

Schedule 1

Wire Transfer Instructions

Receiving Bank Name: State Street Bank and Trust

Bank ABA #: 011000028

Receiving Company Name: Massachusetts Water Resources Authority

Account #: [REDACTED]

Federal I.D. Number: [REDACTED]

RENEWABLE ENERGY CERTIFICATE SALES AGREEMENT

This Agreement is entered into this 26th day of February 2003, by and between the Massachusetts Water Resources Authority, a body politic and corporate ("Seller"), and Commonwealth Electric Company, One NSTAR Way NE220, Westwood, MA 02090, a Massachusetts corporation ("Purchaser") (Hereinafter each of the Seller and Purchaser shall be referred to individually as a "Party" and, collectively, as the "Parties".)

WHEREAS, electricity produced from Seller's facilities meet a definition established by the applicable regulatory authority within Massachusetts as a renewable energy source that has positive environmental traits that are recognized as having value to purchasers of electricity;

WHEREAS, some states have required that a portion of all electricity sales to end-users must be generated by renewable energy sources;

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WHEREAS, attributes of renewable energy produced from qualified renewable energy sources are commonly documented as renewable energy certificates; and

WHEREAS, Purchaser desires to purchase and Seller desires to sell its title to renewable energy certificates associated with renewable energy generation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and obligations contained herein, the Parties hereto agree as follows:

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(a) Not used.

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(g) *REC Certification Authority*. A governmental body or other accredited entity responsible for verifying and certifying RECs based on applicable generation data as specified in Exhibit A. The REC Certification Authority may be a regional Independent System Operator ("ISO"), a regional transmission organization ("RTO"), a generation information system ("GIS"), a governmental regulatory authority, or a private, third-party (such as the Green-E certification program of the Center for Resource Solutions, or an independent audit that results in commercially tradable RECs with general market acceptance).

(h) *REC Termination Date*. The date upon which the REC Certification Authority stipulates that the certified RECs are no longer eligible for sale, trade, or credit.

(i) *REC Trading Period*. The period in which a REC Certification Authority permits the sale or trade of RECs as specified in Exhibit A.

(l) *Trade Date*. The date on which the parties execute this Agreement.

2. Purchase and Sale of RECs. Subject to the terms and conditions of this Agreement, within the REC Trading Period(s) as listed on Exhibit A attached hereto Seller hereby agrees to transfer or have transferred to the Purchaser's retail load servicing entity account ("LSE Account"), free and clear of all claims, liens, security interests and encumbrances of every kind, nature and description, and the Purchaser hereby agrees to purchase, acquire and receive assignment from Seller, all of the Seller's, right, title and interest in RECs of the type, in a quantity, and for the price as each term is listed on Exhibit A. In accordance with the acceptance procedures of the applicable NE-GIS, The Purchaser must acknowledge the Seller's transfer of RECs to their LSE Account within 5 days from the Trade Date ("Acceptance Date").

3. Terms of Payment. Any and all sums due Seller for the transfer of RECs, as stipulated on Exhibit A, shall be due and payable within 15 days of the Acceptance Date ("Due Date"). Payments shall be made by electronic funds transfer or other mutually agreeable methods(s) to the account of the Seller as designated on Schedule 1. Any amounts due and not paid by the Due Date shall accrue interest at the rate of 6% per annum (the "Interest Rate").

4. Failure to Deliver Agreed Upon RECs. In the event that the Seller fails to provide RECs as stipulated in Section 2, the Seller will be responsible for providing to the Purchaser, on

the last day of the applicable REC Trading Period, a sum equal to the then market cost of replacement RECs.

5. Audit Right. Purchaser shall, at its sole expense and during normal working hours, have the right to examine the records of Seller to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall accrue interest calculated at the Interest Rate from the day of the overpayment or underpayment was made until corrective payment has been made pursuant to the terms of this Section. This right, and any and all obligations under this Section, shall expire twelve (12) months after the applicable Trade Date.

6. Term. This Agreement shall be effective from the date first written above and continue in full force through the Due Date, or until any and all sums due Seller, including but not limited to interest accrued in accordance with Section 3, are paid to the Seller, whichever is later.

7. Default. In the event (each an "Event of Default") that: (i) either Party shall fail to perform the terms and conditions set forth in this Agreement; or (ii) either Party's representation, warranty or covenant contained in this Agreement shall be false or misleading in any material respect, the non-defaulting Party shall be entitled to terminate this Agreement immediately upon written notice to the defaulting party. The defaulting Party will have ten (10) days following receipt of such termination notice to cure the Event of Default. If such Event of Default is cured to the satisfaction of the non-defaulting Party, this Agreement will be reinstated for the duration of the term of the Agreement subject to the terms contained herein. In the event that a Party: (a) becomes insolvent; (b) makes a general assignment of substantially all of its assets for the benefit of its creditors, files a petition for bankruptcy or reorganization or seeks other relief under any applicable insolvency laws; or (c) has filed against it a petition for bankruptcy, reorganization or other relief under any applicable insolvency laws and such petition is not dismissed within thirty (30) days after it is filed, then the other Party shall be entitled to terminate this Agreement immediately.

8. Representations and Warranties of Seller.

(a) Certification of RECs. The energy with respect to any and all RECs brokered or transferred under this Agreement has been produced from a Qualified Renewable Energy Generating Facility. The RECs have been duly verified and certified by an REC Certification Authority and, pursuant to the rules and regulations applicable to the REC Certification Authority, will be available for sale, purchase and trade prior to the applicable REC Termination Date. Seller has good and marketable title to the RECs, and will transfer such good and marketable title on the applicable Trade Dates, free and clear of any and all encumbrances or any other title defect of any kind or nature whether arising by operation of law, statutory or otherwise, to Purchaser in accordance with this Agreement.

(b) Organization; Authority. The Seller has the power and authority: (i) to own and hold its properties and to carry on its business as now conducted and as proposed to be

conducted; and (ii) to execute, deliver and perform this Agreement and any and all other agreements and documents to be executed and delivered in connection with this Agreement.

(c) *Binding Effect.* The execution and delivery by the Seller of this Agreement and the performance by the Seller of its obligations hereunder will not violate any provision of any applicable law, any order of any court or other agency of government, the Certificate of Incorporation of the Seller, or the By-laws of the Seller, or any provision of any indenture, agreement or other instrument to which the Seller is bound.

(d) *Conformity with Law.* The Seller has complied with all laws, rules, regulations and orders applicable to its business, operations, properties, assets, products and services. To the best knowledge of the Seller, there is no existing law, rule, regulation or order, or any proposed law, rule, regulation or order, whether Federal or state, which would prohibit or materially restrict the Seller from, or otherwise materially adversely affect the Seller in, conducting its business in any jurisdiction in which it is now conducting business or in which it currently proposes to conduct business.

9. Representations and Warranties of Purchaser.

(a) *Authority.* The Purchaser has the corporate power and authority: (i) to own and hold its properties and to carry on its business as now conducted and as proposed to be conducted and (ii) to execute, deliver and perform this Agreement and any and all other agreements and documents to be executed and delivered in connection with this Agreement.

(b) *Binding Effect.* To the best knowledge of the Purchaser, the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations hereunder will not violate any provision of any applicable law, any order of any court or other agency of government, the Certificate of Incorporation of the Purchaser, or the By-laws of the Purchaser, or any provision of any indenture, agreement or other instrument to which the Purchaser is bound.

10. Indemnity. Each Party (the "Indemnifying Party") shall indemnify the other party, its directors, officers, employees, shareholders and agents against all liabilities, claims, demands, actions, causes of action, damages, losses, costs or expenses suffered or incurred by any of them, directly or indirectly by reason of or arising out of any of the Indemnifying Party's warranties or representations being untrue, or any covenant, term or conditions of the Indemnifying Party to be made, observed or performed pursuant to this Agreement being breached, or any negligent act or omission on the part of the Indemnifying Party or on the part of those for whom the Indemnifying Party is responsible in law.

11. Warranty; Limitation of Damages. UNLESS OTHERWISE AGREED HEREIN, NEITHER PARTY SHALL BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, AND IN NO EVENT SHALL BE RESPONSIBLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF RECs ON THE TRADING DATE. THE FOREGOING DISCLAIMER OF LIABILITY SHALL BE BINDING UPON THE PURCHASER AND ANY SUCCESSOR IN TITLE, ASSIGNS, TRANSFEREES, AND ULTIMATE USERS OF THE RECS. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR A BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

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(b) *Prior Written Consent.* Prior to either Party publicizing or disseminating any promotional materials containing the name, trademarks, logo or service marks of the other Party, the Party publicizing or disseminating such materials shall obtain the prior written consent of the other Party. Any such use of such name and marks will cease at the earliest of: (i) the termination of this Agreement; or (ii) notice from the other Party, as hereinafter provided, that the right of the Party publicizing or disseminating materials containing such name or marks to use such name or mark has been withdrawn by the other Party.

(c) *Confidential Information.* While both Parties recognize that each may benefit from publicity surrounding the trading and use of RECs, it may not be in the best interest of either Party to make public the specific terms of this Agreement. Thus, each Party hereby agrees that it shall not make any public disclosure of the price at which RECs were purchased and sold hereunder without the prior written consent of the other Party. Nothing contained in this Section shall prevent either Party from making such disclosures as such Party may reasonably consider necessary to satisfy governmental requirements or requests, provided that the disclosing Party shall give prior notice to the non-disclosing Party of such legal obligation.

14. Dispute Resolution. The Parties will attempt in good faith to resolve any dispute concerning this Agreement or the Parties' respective obligations hereunder through an acceptable alternative dispute resolution procedure. In the event the Parties are unable to agree upon an acceptable alternative dispute resolution procedure, or following any such alternative dispute resolution procedure any dispute arising out of this Agreement remains unresolved, the Parties agree that any dispute remaining unresolved shall be resolved by binding arbitration before a single arbitrator in the Greater Boston area, under the rules of the American Arbitration Association. Judgment on any arbitration award rendered in accordance with this section shall be final and binding on all Parties.

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Massachusetts Water Resources Authority
P.O. Box 100
Winthrop, MA 02152
Attn: Kristen Patneaude, Process Operations

Any such notice given to Purchaser shall be addressed to:

Mr. Robert Martin
Director, Electric Energy Supply
NSTAR Electric and Gas Corporation
One NSTAR Way NE 220
Westwood, MA 02090

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17. Severability. In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law, or is held unenforceable or invalid by any applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of any applicable law or applicable court decisions.

18. Controlling Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts. Each Party hereby expressly waives any objection to the personal jurisdiction and venue of the state or federal courts located in the Commonwealth of Massachusetts.

19. Section Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to define, limit, or otherwise affect the construction of any provision hereof.

20. Entire Agreement. This Agreement completely and exclusively states the agreement of the Parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, agreements or other communications between the Parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Seller and Purchaser by their duly authorized representatives.

21. Counterpart Execution. This Agreement may be signed and delivered in counterparts with the same effect as if both Parties had signed and delivered the same copy, and when each Party has executed and delivered a counterpart, all counterparts together constitute

one Agreement. Delivery of a copy of this Agreement by facsimile is good and sufficient delivery.

IN WITNESS HEREOF, the Parties have executed this Agreement as a document under seal by their authorized representatives as follows:

Seller: Massachusetts Water Resources Authority

Name:

Title: _____

Purchaser: Commonwealth Electric Company

Name:

Title: _____

Exhibit A

Quantity, Delivery Dates, and Price

Seller will ensure that RECs in the following amounts will be transferred into the Massachusetts Load Serving Entity (LSE) Sub-account of the NEPOOL Generation Information System (GIS) of Purchaser on the following dates for the stipulated price:

Quantity of Power with which RECs are associated	Renewable Energy Type	Period in which Power/Attributes were Generated	Trading Period	REC Certification Authority	Unit Price Per MWh/ Certificate
N/A	-	-	-	-	-
N/A	-	-	-	-	-
N/A	-	-	-	-	-
1,000 MWh	Anaerobic Digester	Q3, 2002	Q1, 2003	MA DOER	██████████
1,150 MWh	Anaerobic Digester	Q3, 2002	Q1, 2003	MA DOER	██████████

Total Price: \$ ██████████

Schedule 1

Wire Transfer Instructions

Receiving Bank Name: State Street Bank and Trust

Bank ABA #: 011000028

Receiving Company Name: Massachusetts Water Resources Authority

Account #: [REDACTED]

Federal I.D. Number: [REDACTED]

**CONFIRMATION AGREEMENT FOR THE PURCHASE AND SALE OF
MA NEW RENEWABLE ENERGY CERTIFICATES**

This AGREEMENT FOR THE PURCHASE AND SALE OF MA NEW RENEWABLE ENERGY CERTIFICATES (this "Agreement") is made as of April 15, 2003 by and between MM HARTFORD ENERGY LLC, ("Seller"), and COMMONWEALTH ELECTRIC COMPANY, ("Buyer"). In this Agreement, Buyer and Seller are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Massachusetts Division of Energy Resources ("DOER") passed and approved 225 CMR 14.00 to implement the General Laws of the Commonwealth of Massachusetts, M.G.L. c. 25A, § 11F; and

WHEREAS, the NE-GIS has been approved by the DOER as a means for compliance with 225 CMR 14.00; and

WHEREAS, the NE-GIS produces NE-GIS Certificates, of which certain NE-GIS Certificates comply with 225 CMR 14.00; and

WHEREAS, Seller is interested in selling and Buyer is interested in purchasing certain MA New Renewable Energy Certificates, all pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

ARTICLE I: DEFINITIONS

1.1 Definitions. In addition to any other terms defined herein, the following terms shall have the meaning ascribed to them as set forth below:

(a) "Business Days" means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time ("EPT").

(b) "Confidential Information" means all oral and written information exchanged between the Parties with respect to the payments to be made and MA New Renewable Energy Certificates to be exchanged under this Agreement. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; and (d) information a Party is required to disclose in

connection with any administrative or regulatory approval or filing process in connection with the conduct of its business.

(c) "Delivery" or "Deliver" means Seller's electronic delivery of MA New Renewable Energy Certificates via the NE-GIS to the Buyer's account within the NE-GIS.

(d) "Eligibility Criteria" as used in (e) below, shall have the meaning set forth under 225 CMR 14.00.

(e) "MA New Renewable Energy Certificates" mean certain NE-GIS Certificates that have the relevant generation attributes from a new renewable generation unit that complies with the Renewable Energy Portfolio Standards. MA New Renewable Energy Certificates shall conform with the Eligibility Criteria set forth in applicable Massachusetts's regulations and must be eligible for the Renewable Energy Portfolio Standard, and shall represent title to and claim over all environmental attributes associated with the specified MWh of generation from the new renewable generation unit.

(f) "MWh" means Megawatt-hour.

(g) "NE-GIS" means the New England Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity consumed within New England.

(h) "NE-GIS Certificate" means an electronic record produced by the NE-GIS that identifies the relevant generation attributes of each MWh accounted for in the NE-GIS.

(i) "NEPOOL" means the New England Power Pool and any successor.

(j) "Renewable Energy Portfolio Standard" means the regulations promulgated pursuant to M.G.L. c. 25A, § 11F, that requires a minimum percentage of electricity sold to end-use customers in the Commonwealth of Massachusetts to be derived from certain renewable energy generating resources beginning on January 1, 2003, as more explicitly provided for in 225 CMR 14.00.

ARTICLE II: PURCHASE AND SALE OF MA NEW RENEWABLE ENERGY CERTIFICATES

2.1 Purchase. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign and transfer to Buyer, and Buyer agrees to purchase from Seller, FOUR THOUSAND FOUR HUNDRED FORTY NINE (4,449) MA New Renewable Energy Certificates with a vintage of October 2002 - December 2002 being referred to hereinafter as the "Contract MA New Renewable Energy Certificates", for a total purchase price equal to USD [REDACTED] ("Total Price.")

2.2 Title Transfer/Delivery. No later than April 18, 2003, Seller shall affect Delivery of the Contract MA New Renewable Energy Certificates to Buyer, whereupon title to and interest in such MA New Renewable Energy Certificates shall transfer to Buyer. Seller shall cause Delivery in accordance with the applicable rules and procedures relating to the NE-GIS.

2.3 Payment. Within three (3) Business Days after Delivery, Buyer shall pay for the MA New Renewable Energy Certificates in full, by paying the Total Price to Seller as set forth in Section 2.1.

2.4 Wire Transfer. All funds paid by Buyer to Seller shall be rendered in the form of immediately available United States dollars. Payment shall be made by wire transfer into Seller's account (River City Bank, Account No. [REDACTED]).

2.5 Taxes. Each Party shall pay any taxes or other fees associated with its respective purchase or sale of the Contract MA New Renewable Energy Certificates as described herein.

ARTICLE III: REPRESENTATIONS AND WARRANTIES

3.1 Seller representations and warranties. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has and, at all times during the term of this Agreement will have, all necessary corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary corporate action and do not violate any of the terms or conditions of Seller's governing documents, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Seller.

(c) At the time of Delivery of the Contract MA New Renewable Energy Certificates by Seller hereunder, the DOER has approved such MA New Renewable Energy Certificates to qualify under the Renewable Energy Portfolio Standard.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY AGENCY OR GOVERNMENTAL ENTITY.

3.2 Buyer representations and warranties. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has, and at all times during the term of this Agreement will have, all necessary corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary corporate action and do not violate any of the terms or conditions of Buyer's governing documents, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Buyer.

3.3 Survival. This Article III shall survive expiration or termination of this Agreement.

ARTICLE IV: EVENTS OF DEFAULT

4.1 Events of Default. For purposes of this Agreement, a Party shall be in default:

(a) if (i) that Party materially breaches any or all of its obligations as described in this Agreement and such breach is not cured within 5 Business Days of written notice of such breach from the other Party; or (ii) if any representation or warranty made by that Party in Article III of this Agreement proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation or warranty correct and not misleading within 5 Business Days of written notice from the other Party; and (iii) in either case, the Party is materially damaged or injured as a direct result thereof; or

(b) if a Party: (i) makes an assignment or any general arrangement for the benefit of its creditors, (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such proceeding remains undismissed for 30 days, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) becomes unable to pay its debts as they fall due.

ARTICLE V: REMEDIES UPON DEFAULT

5.1 Remedies. If either Party is in default as set forth in Article 4 at any time during the term of this Agreement (the "Affected Party"), the other Party (the "Notifying Party") may (i) without prior written notice to the Affected Party terminate this Agreement, (ii) withhold any payments due in respect of this Agreement to the extent of its damages pursuant to this Article 5, and (iii) exercise such remedies as provided in this Agreement, including an action for damages (except as limited by Section 5.6); provided, however, that upon the occurrence of any default listed in Section 4.1(c) above as it may apply to any Party, this Agreement shall automatically terminate, without notice, immediately prior to such default.

5.2 Termination By Seller. In the Event of a Default by Buyer, and Seller elects to terminate this Agreement, then Buyer shall be obligated to return the Contract MA New Renewable Energy Certificates, to the extent received by Buyer, to Seller's NE-GIS account within five (5) business days of receipt of Buyer's written notice of breach, and Buyer shall pay Seller, within five (5) business days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting Seller's sale price for the portion of the Contract MA New Renewable Energy Certificates resold as cover for the Total Price (including its transaction costs). Except with respect to breaches of Article VII, no other damages will be available to Seller.

5.3 Termination By Buyer. In the event of a default by Seller, and Buyer elects to terminate this Agreement, then Seller shall be obligated to pay Buyer within five (5) business days of invoice receipt, an amount equal to the commercially reasonable cost to Buyer (including its transaction costs) of purchasing MA New Renewable Energy Certificates equivalent to those that were to be delivered under this Agreement but which Seller failed to deliver, less the cost (including transaction costs) that Buyer would have had to pay under this Agreement for the same number of MA New Renewable Energy Certificates. Except with respect to breaches of Article VII, no other damages will be available to Buyer.

5.4 Interest. All overdue payments shall bear interest from (and including) the due date to (but excluding) the date of payment at a rate equal to two percent (2%) over the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Wall Street Journal under "Money Rates;" provided, the interest rate shall never exceed the maximum lawful rate permitted by applicable law.

5.5 Exclusive Remedy. THE REMEDIES SET FORTH IN THIS ARTICLE V ARE THE SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A DEFAULT, AND A PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS SECTION. ALL OTHER REMEDIES OR DAMAGES AT LAW ARE HEREBY WAIVED.

5.6 Limitation of Liability. IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT, OR OTHERWISE.

ARTICLE VI: NOTICES AND FORMAL COMMUNICATION

6.1 Notices. All notices, other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or, with respect to communications other than payments, by facsimile transmission, if the original communication is delivered by reputable overnight courier. The communications shall be sent to the following addresses, and shall be effective when received:

If to the Buyer:

Rose Ann Pelletier
NSTAR Electric and Gas
NE220
One NSTAR Way
Westwood, MA 02090

(781) 441-8008 (tel.)
(781) 441-8053 (fax)

If to the Seller:

Trond Aschehoug
General Manager
Minnesota Methane LLC
3013 Douglas Boulevard
Suite 170
Roseville, California 95661

(916) 985-2250 (tel.)
(916) 985-2256 (fax)

ARTICLE VII: CONFIDENTIALTY

7.1 Confidentiality. Except as provided in this Section, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Agreement.

7.2 Required Disclosure. If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by the applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided that such Party has notified the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

7.3 Survival. This Section shall survive for a period of one (1) year following the expiration or termination of this Agreement.

ARTICLE VIII: MISCELLANEOUS

8.1 Assignment. This Agreement is not assignable by either Party, except as provided herein, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment without the prior approval of the non-assigning Party is voidable by such non-assigning Party; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all

or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof.

8.2 Amendment/Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

8.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

8.4 Entire Agreement. This Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof.

8.5 Waiver. No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions herein are breached and thereafter waived by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

8.6 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

8.7 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

8.8 Headings. The Article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

MM HARTFORD ENERGY LLC

By: 

Name: Trond Aschehoug

Title: General Manager

COMMONWEALTH ELECTRIC COMPANY

By: 

Name: Ellen K. Angley

Title: VP Energy Supply & Transmission

**CONFIRMATION AGREEMENT FOR THE PURCHASE AND SALE OF
MA NEW RENEWABLE ENERGY CERTIFICATES**

This AGREEMENT FOR THE PURCHASE AND SALE OF MA NEW RENEWABLE ENERGY CERTIFICATES (this "Agreement") is made as of July 16, 2003 by and between MM HARTFORD ENERGY LLC, ("Seller"), and COMMONWEALTH ELECTRIC COMPANY, ("Buyer"). In this Agreement, Buyer and Seller are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Massachusetts Division of Energy Resources ("DOER") passed and approved 225 CMR 14.00 to implement the General Laws of the Commonwealth of Massachusetts, M.G.L. c. 25A, § 11F; and

WHEREAS, the NE-GIS has been approved by the DOER as a means for compliance with 225 CMR 14.00; and

WHEREAS, the NE-GIS produces NE-GIS Certificates, of which certain NE-GIS Certificates comply with 225 CMR 14.00; and

WHEREAS, Seller is interested in selling and Buyer is interested in purchasing certain MA New Renewable Energy Certificates, all pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

ARTICLE I: DEFINITIONS

1.1 Definitions. In addition to any other terms defined herein, the following terms shall have the meaning ascribed to them as set forth below:

(a) "Business Days" means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time ("EPT").

(b) "Confidential Information" means all oral and written information exchanged between the Parties with respect to the payments to be made and MA New Renewable Energy Certificates to be exchanged under this Agreement. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; and (d) information a Party is required to disclose in

connection with any administrative or regulatory approval or filing process in connection with the conduct of its business.

(c) "Delivery" or "Deliver" means Seller's electronic delivery of MA New Renewable Energy Certificates via the NE-GIS to the Buyer's account within the NE-GIS.

(d) "Eligibility Criteria" as used in (e) below, shall have the meaning set forth under 225 CMR 14.00.

(e) "MA New Renewable Energy Certificates" means certain NE-GIS Certificates that have the relevant generation attributes from a new renewable generation unit that complies with the Renewable Energy Portfolio Standards. MA New Renewable Energy Certificates shall conform with the Eligibility Criteria set forth in applicable Massachusetts regulations and must be eligible for the Renewable Energy Portfolio Standard, and shall represent title to and claim over all environmental attributes associated with the specified MWh of generation from the new renewable generation unit.

(f) "MWh" means Megawatt-hour.

(g) "NE-GIS" means the New England Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electricity consumed within New England.

(h) "NE-GIS Certificate" means an electronic record produced by the NE-GIS that identifies the relevant generation attributes of each MWh accounted for in the NE-GIS.

(i) "NEPOOL" means the New England Power Pool and any successor.

(j) "Renewable Energy Portfolio Standard" means the regulations promulgated pursuant to M.G.L. c. 25A, § 11F, that requires a minimum percentage of electricity sold to end-use customers in the Commonwealth of Massachusetts to be derived from certain renewable energy generating resources beginning on January 1, 2003, as more explicitly provided for in 225 CMR 14.00.

ARTICLE II: PURCHASE AND SALE OF MA NEW RENEWABLE ENERGY CERTIFICATES

2.1 Purchase. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign and transfer to Buyer, and Buyer agrees to purchase from Seller, FOUR THOUSAND THREE HUNDRED THIRTY THREE (4,333) MA New Renewable Energy Certificates with a vintage of January 2003 - March 2003 being referred to hereinafter as the "Contract MA New Renewable Energy Certificates", for a total purchase price equal to USD [REDACTED] ("Total Price.")

2.2 Title Transfer/Delivery. No later than April 21, 2003, Seller shall effect Delivery of the Contract MA New Renewable Energy Certificates to Buyer, whereupon title to and interest in such MA New Renewable Energy Certificates shall transfer to Buyer. Seller shall cause Delivery in accordance with the applicable rules and procedures relating to the NE-GIS.

2.3 Payment. Within three (3) Business Days after Delivery, Buyer shall pay for the MA New Renewable Energy Certificates in full, by paying the Total Price to Seller as set forth in Section 2.1.

2.4 Wire Transfer. All funds paid by Buyer to Seller shall be rendered in the form of immediately available United States dollars. Payment shall be made by wire transfer into Seller's account [REDACTED].

2.5 Taxes. Each Party shall pay any taxes or other fees associated with its respective purchase or sale of the Contract MA New Renewable Energy Certificates as described herein.

ARTICLE III: REPRESENTATIONS AND WARRANTIES

3.1 Seller representations and warranties. Seller hereby represents and warrants to Buyer as follows:

(a) Seller has and, at all times during the term of this Agreement will have, all necessary corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary corporate action and do not violate any of the terms or conditions of Seller's governing documents, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Seller.

(c) At the time of Delivery of the Contract MA New Renewable Energy Certificates by Seller hereunder, the DOER has approved such MA New Renewable Energy Certificates to qualify under the Renewable Energy Portfolio Standard.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY AGENCY OR GOVERNMENTAL ENTITY.

3.2 Buyer representations and warranties. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has, and at all times during the term of this Agreement will have, all necessary corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary corporate action and do not violate any of the terms or conditions of Buyer's governing documents, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Buyer.

3.3 Survival. This Article III shall survive expiration or termination of this Agreement.

ARTICLE IV: EVENTS OF DEFAULT

4.1 Events of Default. For purposes of this Agreement, a Party shall be in default:

(a) if (i) that Party materially breaches any or all of its obligations as described in this Agreement and such breach is not cured within 5 Business Days of written notice of such breach from the other Party; or (ii) if any representation or warranty made by that Party in Article III of this Agreement proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation or warranty correct and not misleading within 5 Business Days of written notice from the other Party; and (iii) in either case, the Party is materially damaged or injured as a direct result thereof; or

(b) if a Party: (i) makes an assignment or any general arrangement for the benefit of its creditors, (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such proceeding remains undismissed for 30 days, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) becomes unable to pay its debts as they fall due.

ARTICLE V: REMEDIES UPON DEFAULT

5.1 Remedies. If either Party is in default as set forth in Article 4 at any time during the term of this Agreement (the "Affected Party"), the other Party (the "Notifying Party") may (i) without prior written notice to the Affected Party terminate this Agreement, (ii) withhold any payments due in respect of this Agreement to the extent of its damages pursuant to this Article 5, and (iii) exercise such remedies as provided in this Agreement, including an action for damages (except as limited by Section 5.6); provided, however, that upon the occurrence of any default listed in Section 4.1(c) above as it may apply to any Party, this Agreement shall automatically terminate, without notice, immediately prior to such default.

5.2 Termination By Seller. In the Event of a Default by Buyer, and Seller elects to terminate this Agreement, then Buyer shall be obligated to return the Contract MA New Renewable Energy Certificates, to the extent received by Buyer, to Seller's NE-GIS account within five (5) business days of receipt of Buyer's written notice of breach, and Buyer shall pay Seller, within five (5) business days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting Seller's sale price for the portion of the Contract MA New Renewable Energy Certificates resold as cover for the Total Price (including its transaction costs). Except with respect to breaches of Article VII, no other damages will be available to Seller.

5.3 Termination By Buyer. In the event of a default by Seller, and Buyer elects to terminate this Agreement, then Seller shall be obligated to pay Buyer within five (5) business days of invoice receipt, an amount equal to the commercially reasonable cost to Buyer (including its transaction costs) of purchasing MA New Renewable Energy Certificates equivalent to those that were to be delivered under this Agreement but which Seller failed to deliver, less the cost (including transaction costs) that Buyer would have had to pay under this Agreement for the same number of MA New Renewable Energy Certificates. Except with respect to breaches of Article VII, no other damages will be available to Buyer.

5.4 Interest. All overdue payments shall bear interest from (and including) the due date to (but excluding) the date of payment at a rate equal to two percent (2%) over the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Wall Street Journal under "Money Rates;" provided, the interest rate shall never exceed the maximum lawful rate permitted by applicable law.

5.5 Exclusive Remedy. THE REMEDIES SET FORTH IN THIS ARTICLE V ARE THE SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A DEFAULT, AND A PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS SECTION. ALL OTHER REMEDIES OR DAMAGES AT LAW ARE HEREBY WAIVED.

5.6 Limitation of Liability. IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT, OR OTHERWISE.

ARTICLE VI: NOTICES AND FORMAL COMMUNICATION

6.1 Notices. All notices, other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or, with respect to communications other than payments, by facsimile transmission, if the original communication is delivered by reputable overnight courier. The communications shall be sent to the following addresses, and shall be effective when received:

If to the Buyer:

Rose Ann Pelletier
NSTAR Electric and Gas
NE220
One NSTAR Way
Westwood, MA 02090

(781) 441-8008 (tel.)
(781) 441-8053 (fax)

If to the Seller:

Trond Aschehoug
General Manager
Minnesota Methane LLC
3013 Douglas Boulevard
Suite 170
Roseville, California 95661

(916) 985-2250 (tel.)
(916) 985-2256 (fax)

ARTICLE VII: CONFIDENTIALITY

7.1 Confidentiality. Except as provided in this Section, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Agreement.

7.2 Required Disclosure. If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by the applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided that such Party has notified the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

7.3 Survival. This Section shall survive for a period of one (1) year following the expiration or termination of this Agreement.

ARTICLE VIII: MISCELLANEOUS

8.1 Assignment. This Agreement is not assignable by either Party, except as provided herein, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment without the prior approval of the non-assigning Party is voidable by such non-assigning Party; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all

or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof.

8.2 Amendment/Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

8.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

8.4 Entire Agreement. This Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof.

8.5 Waiver. No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions herein are breached and thereafter waived by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

8.6 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

8.7 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

8.8 Headings. The Article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

~~MM HARTFORD~~ ENERGY LLC

By: 

Name: Trond Aschehoug

Title: General Manager

COMMONWEALTH ELECTRIC COMPANY

By: _____

Name: Ellen K Angley

Title: Vice President Energy Supply & Transmission

Information Request CLC/MEC-1-10

- A. Has NSTAR done an analysis of whether NSTAR Green will affect its ability to comply with the RPS in 2004?
- B. If so, please provide all documents containing or pertaining to such analysis.

Response

- A. Given the relatively small amount of RECs required for NSTAR Green as compared to the total number of 2004 qualifying RECs estimated to be available, a negligible effect on markets is predicted.
- B. The Company does not have documents that are responsive to this question.

Information Request CLC/MEC-1-11

- A. Has NSTAR done an analysis of how NSTAR Green would affect the market price of RPS-eligible certificates, at various levels of market penetration?
- B. If so, please provide all documents containing or pertaining to such analysis.

Response

- A. Given the relatively small amount of RECs required for NSTAR Green (at any realistic market penetration) as compared to the total number of 2004 qualifying RECs estimated to be available, a negligible effect on market prices is predicted.
- B. The Company does not have documents that are responsive to this question.

Information Request CLC/MEC-1-12

- A. Given that NSTAR is expected to be a load-serving entity for some number of years (i.e. many more than the two referenced as the marketing window) and that the load could be substantial, did NSTAR give any consideration to purchasing certificates on a multi-year basis, perhaps in order to procure certificates at a lower average cost and/or to provide support to new renewable energy projects? Please explain your answer in detail.
- B. If so, please provide all documents containing or pertaining to such consideration as referred to in subpart a, above.

Response

- A. Given that NSTAR Green is a new product with uncertain market response, it is in the best interest of NSTAR Electric's customers to limit the term of any REC supply agreement to one year.
- B. The Company does not have documents that are responsive to this question.

Boston Edison Company
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Information Request CLC/MEC-1-13

Please explain how NSTAR developed Attachment A (Form of Agreement for the Purchase and Sale of Massachusetts New Renewable Energy Certificates). Identify any documents or persons that NSTAR consulted or referred to in connection with the development of that attachment and provide a copy of all such documents.

Response

The Form of Agreement (Attachment A) was the result of the combined efforts of Energy Supply staff (Gary Cunningham and James Daly) and NSTAR internal Legal Department personnel (Timothy Cronin).

Information Request CLC/MEC-1-14

- A. In developing the Company Filing, what consideration did NSTAR give to the impact of offering the NSTAR Green Proposal on the Compact?
- B. What did NSTAR conclude, if it considered this impact?
- C. Please provide all documents pertaining to or referred to in your answer.

Response

- A. NSTAR Electric conferred with the Compact prior to and after the filing was submitted to the Department and offered to eliminate any impact by not providing any information materials to in the Compact's service territory.
- B. NSTAR Electric concluded that any impact would be negligible to the Compact since the Compact serves only Default Service customers, and expected participation level is approximately 1 percent.
- C. See Attachment CLC-MEC-1-14.

Attachment CLC-MEC-14

MEETING AGENDA

Title Cape Light Compact

Purpose

Results Desired

Date 10/9/03

Time 1:00

SCHEDULED			ACTUAL		Location	MEETING COST
Start	Stop	Total Hrs	Start	Stop		

Persons Attending

1 Person

2 Ellen

3 Peter

4

5 Bob Atkins

6 Margaret Downey

7 Charlotte Strickland

8 Joseph Sorensen

9

10

Items To Be Discussed

1 Possibly not direct competitor to CLC customers

2 will/for not provide

3

4

5

6

7

8

9

10

Material Needed (Number each item)

1 Smart Power - marketing

Person Responsible

(Sequence) →

Information Request CLC/MEC-1-15

- A. In developing the Company Filing, what consideration did NSTAR give to the impact of offering the NSTAR Green Proposal on competitive suppliers already providing green certificate products in the Massachusetts market?
- B. What did NSTAR conclude, if it considered this impact?
- C. Please provide all documents pertaining to or referred to in your answer to A and B, above.

Response

- A. NSTAR Electric's primary focus in developing the Program was on its residential and small commercial and industrial customers and the fact that they did not have active offerings for certificate or any other green products. The only "green" products that the Company determined were available to retail customers were RECs that are not tied to a customer's energy usage but, rather, are offered for sale directly to customers. This product is different than that offered through the NSTAR Green Program because the NSTAR Green offering is tied to a customer's electricity usage. However, it is the Company's understanding that the market for "stand-alone" RECs has not developed because the product is not easily understood. Given this lack of an active market for green services for small customers, NSTAR Electric believes that NSTAR Green will have a positive impact on other suppliers seeking to offer green products of all kinds because it will increase customer awareness of "green" alternatives.

NSTAR also took into consideration whether another supplier was offering green products to customer groups, such as large industrial customers, and decided not to offer NSTAR Green to those customers because competitive suppliers are active in that market. NSTAR Electric is also offering to sunset the program once a market is established, which should have further positive impacts on suppliers.
- B. See paragraph A, above.

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- C. The Company does not have documents that are responsive to this question.

Information Request CLC/MEC-1-16

NSTAR refers to a two-year marketing window before reaching saturation. Filing at 3. How does NSTAR define saturation?

Response

The Company defines “saturation” as the point in time when new customer enrollment tapers off while market conditions and product design have not changed.

Information Request CLC/MEC-1-17

- A. If penetration is 1%, 2%, 3%, 4%, or 5% how would NSTAR meet demand?
- B. Will it have enough certificates to meet the stated objective of 25% new, and 5% wind and solar? Or, will NSTAR cut back on marketing and/or run a waiting list?

Response

- A. NSTAR Electric is negotiating Supply Agreements that would require suppliers to provide the number of RECs needed for the NSTAR Green Program regardless of the number of participating customers or kilowatt-hours associated with said customers.
- B. Based on expected enrollment rates and due to the limited quantity of qualifying New Renewable wind and solar contained in the proposals received by the Company, NSTAR Electric's expected 2004 resource mix for NSTAR Green is 22 percent biomass, 2 percent wind, 1 percent solar.

Information Request CLC/MEC-1-18

What evidence does NSTAR have to suggest that there exists enough wind and solar to meet the 5% stated objective? Please identify all potential resources, noting that 03-100 referenced Massachusetts RPS-eligible resources.

Response

NSTAR Electric set a goal of 5 percent in recognition of its customers' desire to have solar and wind as a part of the supply mix. However, because this a developing market, if the price for RECs is too high or if supply is limited, NSTAR Electric will incorporate less wind and solar until supply catches up to demand. A complete list of qualifying Massachusetts RPS-eligible resources is posted at <http://www.state.ma.us/doer/rps/approved.htm> (see also Attachment CLC/MEC-1-18). Based on projected customer enrollment rates and qualified facilities, NSTAR Electric estimates that Hull Wind Turbine U5 (MA RPS #WD1012-02) alone will produce over seven times the number of wind RECs to satisfy NSTAR Green.

**DOER has *APPROVED* Applications for Statement of
Qualification from the following Generation Units, which are
now RPS-Qualified, New Renewable Generation Units:**

MA RPS Number	NE GIS Number	Plant - Unit	Renewable Energy Fuel/Tech	Name Plate Capacity MW	Vintage Generation* MWh
LG-1001-02	MSS-953	Attleboro Landfill - QF	Landfill Gas	1.5	
BM-1002-02	MSS-446	Washngtn - Indeck Jonesboro	Biomass	27	7,884
BM-1003-02	MSS-445	Enfld ME - Indeck West Enfield	Biomass	27	20,888
SL-1005-02	NON-32115	Solar New England	Photovoltaic	0.012	
LG-1006-02	MSS-1572	Granby Sanitary Landfill	Landfill Gas	2.8	
	NON-32106	Granby LFG Off Grid			
LG-1007-02	MSS-952	Pontiac Energy - QF	Landfill Gas	0.5	1,611
LG-1008-02	NON-32120	Chicopee - 1	Landfill Gas	1.9	
LG-1009-02	NON-32121	Chicopee - 2	Landfill Gas	1.9	
LG-1010-02	NON-32122	Chicopee - 3	Landfill Gas	1.9	
LG-1011-02	MSS-1209	CRRA Hartford Landfill	Landfill Gas	2.8	
WD-1012-02	MSS-1656	Hull Wind Turbine U5	Wind	0.66	
LG-1013-02	MSS-1224	Randolph/BFG Electric Facility	Landfill Gas	3.0	
LG-1014-02	MSS-1432	Sykes Rd - GRS-Fall River	Landfill Gas	5.7	
AD-1015-02	NON-32408	Deer Island Treatment Plant - STG	Anerobic Digester	18.0	
WD-1016-02	MSS-968	Princeton Wind	Wind	0.32	208

1017-02		Farm			
LG-1018-02	MSS-253	Turnkey Load Reducer	Landfill Gas	3.2	24,987
	MSS-715	Rochester Landfill		6.4	
LG-1019-02	MSS-2462	Plainville Generating Co., LLC	Landfill Gas	5.6	
LG-1020-02	MSS-451	Johnston Landfill	Landfill Gas	12.0	86,901
LG-1022-03	TBD	MM Cuyahoga Energy LLC**	Landfill Gas	3.8	
LG-1023-03	MSS-10191	Twiss St. Landfill Gas-to-Energy Facility	Landfill Gas	0.48	

* Historical Generation Rate: Pursuant to 14.05(2)(a), annual generation greater than this amount is eligible.

** Output from this plant in Solon, Ohio, will qualify as New Renewable Generation -- and thereby generate RPS-qualified GIS certificates -- only when and if it meets the special provisions of the RPS Regulations at 225 CMR 14.05(5) that pertain to any Generation Unit that is located outside of the ISO-New England control area.

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Information Request CLC/MEC-1-19

Please provide a copy of all marketing materials, including, without limitation, copy for the NSTAR website, used for the NSTAR Green Proposal thus far.

Response

See Attachment CLC/MEC-1-19.

NSTAR Green

A new option for a cleaner environment

As a way of responding to our customers and supporting a competitive and renewable energy market, NSTAR customers now have the option of having 25 percent of their electricity supplied by "green" power sources such as hydro, solar, wind and biomass for an additional x.xx per kWh. This 25 percent is in addition to the state required 1.5 percent of renewable energy that NSTAR is required to include in their electricity supply for 2004.

As an NSTAR Green customer, the supplier services section of your bill will indicate this green option. An additional cost of xx.x per kWh will be added to your standard offer service or default service rate. As with your current supplier portion of the bill, NSTAR makes no profit from NSTAR Green.

Interested? Signing up is simple. Call us at **800-592-2000** or visit our web site – **www.nstaronline.com**. The NSTAR Green option will take effect on your next meter reading date as long as you let us know three days prior to that date. Similarly, to end your participation in the program you simply need to let us know three days prior to your next meter reading date. Meter reading dates can be found on your bill.

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Information Request CLC/MEC-1-20

What marketing activities will NSTAR undertake? At what cost? Please describe these activities in detail and provide any documents supporting or referred to in the Company's response.

Response

See Attachment DTE-1-3. The incremental costs are negligible and therefore have not been estimated.

Information Request CLC/MEC-1-21

Why did NSTAR reject adoption of the Green-e standard?

Response

NSTAR Electric did not reject the Green-E standard and is in the process of applying for Green-E certification.

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Information Request CLC/MEC-1-22

Please provide all documents referred to or pertaining to NSTAR's comments in reply to the Joint Comments of the Compact and MEC (filed on December 11, 2003) to the extent NSTAR objected to or materially disagreed with the points made by the Compact and MEC in their Joint Comments.

Response

Other than responses to information requests referenced in the Affidavit of James G. Daly in this proceeding that have already be provided to the parties, the Company has no additional documents that are relevant to this request.